

REMARKS/ARGUMENTS

Favorable reconsideration of this application as presently amended and in light of the following discussion is respectfully requested.

Claims 1-38 are pending, claims 1, 15, 24, 25, and 38 having been amended by way of the present amendment.

In the outstanding Office Action, claims 1-6, 8, 9, 11-19, 21, 22, 24-29, 31, 32, and 34-38 were rejected under 35 U.S.C. § 102 (e) as being anticipated by Bahlmann (U.S. Patent No. 6,487,594, hereinafter Bahlmann); and claims 7, 10, 20, 23, 30, and 33 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bahlmann, in view of Official Notice. For reasons discussed below, these rejections are respectfully traversed.

The undersigned appreciatively acknowledges the interview granted by Examiners Dinh and Zhong on October 5, 2004. At this interview, Examiners Dinh and Zhong agreed to withdraw the finality of the outstanding Office Action dated September 13, 2004 in light of a misunderstanding in an interview conducted on August 4, 2004 between the undersigned and Examiner Zhong in a related case (U.S. Patent Application Serial No. 09/784,068) regarding the teaching of Bahlmann. Accordingly, as reflected in the Interview Summary, Examiner Zhong has agreed to consider Applicants' response to the outstanding Office Action.

Applicants respectfully traverse the characterization of Bahlmann at ¶ 28 of the outstanding Office Action. In particular, as explained in further detail below, Applicants maintain their contention that the regional systems in the system of Bahlmann are regional operations of the same MSO company. This distinction is critical in light of the structural and functional differences required by the presently claimed invention to provide a system for maintaining a common network to connect end-users to different systems of different service providers.

Bahlmann depicts a policy management system through which a single Internet service provider (ISP) can offer Internet services to its subscribers in different regions. Bahlmann discusses a system having regional policy databases and a central policy database operable with the regional policy databases to allow that single ISP to manage and inter-relate the components of their regional operations as well as the differences between the regional operations. Bahlmann only refers to providing such a method and system for a single ISP.

Bahlmann is rife with examples that make clear that the system is for use by a single company as a way of enforcing consistency across that single company's different regional offices. As one point of clarification, Applicants respectfully submit that the phrase "Multiple System Operator," or "MSO," is a term of art that refers to a type of organization that provides various communication services, and is not used to refer multiple organizations.¹ Accordingly, the MSO in Bahlmann is a single company, and not multiple companies. Moreover, Applicants respectfully submit that each of the regional operations described in Bahlmann refers to a regional operation of the same MSO.

The following non-exhaustive list provides excerpts from Bahlmann that support Applicants' contention that the system described therein if for use by a single organization having one or more regional operations, and does not describe a system that can manage a common network that connects end-users to multiple different service providers, as required by the pending claims:

- a. "... the present invention provides a policy management system for *an Internet service provider having a plurality of Internet servers in different regions.*" Bahlmann at col. 2, lines 6-8 (*emphasis added*);

¹ Even Bahlmann recognizes that an MSO is a type of organization, and not multiple organization. Bahlmann states that MSO stands for "multiple subscriber organization." Bahlmann, col. 3, lines 5-6. However, Applicants respectfully submit that the commonly understood meaning of MSO in the art is "Multiple System Operator." This distinction does not impact Applicants' argument that an MSO is a type of an organization.

b. “The product objects define products supported by *the Internet service provider*.

The feature objects define features of the products supported by *the Internet service provider.*” *Id.* at col. 2, lines 16-19 (*emphasis added*);

c. “... the present invention provides *a policy management system for an Internet service provider having a plurality of Internet servers in different regions.*” *Id.* at col. 2, lines 25-27 (*emphasis added*), and

d. “The standardized product requirement means that each product sold by *the MSO must be the same across the entire MSO. For example, if a basic residential Internet service is offered in any two (or more) regions, the features, cost, etc. of the product must be the same across all regions in which it is being offered.*” *Id.* at col. 4, lines 51-56 (*emphasis added*).

In contrast, the system of the present invention makes use of a third party’s common network to provide connectivity between end-users from different service providers and the systems of those different service providers. The common network is not part of one of the infrastructure maintained by the service providers. Accordingly, the owner of the common network has as its customers the different service providers. The end-users that are connected to the different service providers are customers of those service providers, not of the owner of the common network. Unlike the system of Bahlmann, the different service providers are free to offer whatever products and pricing they desire. In the system of the present invention, and in stark contrast to the regional operations in the system of Bahlmann, the different service provider customers of the operator of the common network are possibly competitors of one another.

Bahlmann states:

Roll-out schedules are dependent on developing/testing product objects rather than building end-to-end products. In addition, things like simple network management protocol

(SNMP) passwords and supported personal firewall options could be maintained enterprise wide in CPD 12 or regional objects could define these.

Bahlmann, col. 4, lines 18-22. Applicants respectfully submit that the above excerpt of Bahlmann is directed to claimed advantages derived from an MSO maintaining common definitions for the products rolled out to its regional operations. However, in the outstanding Office Action, the above 4 lines have been cited in an anticipation rejection as teaching each of the following limitations of independent claim 1: “bandwidth allocation mechanism,” “end-user authentication mechanism,” “service determination mechanism,” and “service allocation mechanism.”² Applicants respectfully traverse the assertion that the above-cited passage from Bahlmann teaches any of those limitations. Moreover, Applicants respectfully submit that Bahlmann does not teach or suggest any of those features of the claimed invention.

The independent claims have been amended by way of the present amendment to highlight certain structural differences between Bahlmann and present invention. For example, independent claim 1 has been amended to require that the system include a customer billing mechanism to establish maintain billing information in the digital repository of the third party. The customer billing mechanism establishes a relationship between an end-user and its respective service provider and generates bills from the third party to each of the service providers based on the usage of the third party’s common network by the end-users associated with that service provider. The third party operator of the common network bills the service provider. The service provider, in turn, bills its end-user customers. This structural feature of claim 1 is in contrast to the system of Bahlmann that neither teaches nor suggests service providers (even competitor service providers) as paying customers of a provider of a common network that brings end-users to the service provider.

² Office Action dated September 13, 2004, ¶ 5.

Independent claims 15, 24, 25, and 38 have been similarly amended by way of the present amendment to highlight the structural and functional differences between Bahlmann and the present invention discussed above in the context of claim 1.

Thus, it is respectfully submitted that independent claims 1, 15, 24, 25, and 38 patentably define over Bahlmann. Because claims 2-6, 8, 9, and 11-14 depend from claim 1, claims 21 and 22 depend from claim 15, and claims 26-29, 31, 32, and 34-37 depend from claim 25, it is respectfully submitted that these dependent claims also patentably define over Bahlmann.

Claims 7, 10, 20, 23, 30 and 33 stand rejected under 35 U.S.C. § 103(a) as being obvious over Bahlmann in view of Official Notice. The Examiner has provided Sistanizadeh et al. (U.S. Patent No. 6,101,182) as support for his conclusion that the use of hybrid fiber coaxial networks for transportation purposes is well known.³ However, Applicants respectfully submit that the Official Notice does not teach or suggest what is also lacking in Bahlmann, as discussed above in the context of the independent claims. Therefore, no matter how Bahlmann is combined with the Official Notice taken, the combination fails to teach or suggest the presently claimed invention. Thus, it is respectfully submitted that claims 7, 10, 20, 23, 30 and 33 are patentable over Bahlmann in view of the Official Notice taken in the outstanding Office Action.

³ Office Action dated September 13, 2004, ¶ 23.

Consequently, in view of the present amendment, and in light of the above comments, Applicants respectfully submit that the invention defined by claims 1-38 is patentably distinguished from the prior art. An early and favorable reconsideration of this application is therefore respectfully requested.

Respectfully submitted,

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